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7 **UNITED STATES DISTRICT COURT**
8 **WESTERN DISTRICT OF WASHINGTON**
9
10 **AT SEATTLE**

11 **GEORGE LEWIS,**) Case No.
12)
13 Plaintiff,) **COMPLAINT FOR VIOLATION**
14) **OF FEDERAL FAIR DEBT**
15) **COLLECTION PRACTICES ACT**
16)
17 vs.)
18)
19 **STEPHENS & MICHAELS)**
20 **ASSOCIATES, INC. AND)**
21 **PINNACLE CREDIT SERVICES,)**
22 **LLC,**)
23)
24)
25 Defendants.)

26 **NATURE OF ACTION**

27 1. This is an action brought under the Fair Debt Collection Practices
28 Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*

JURISDICTION AND VENUE

2. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28
U.S.C. § 1331.

COMPLAINT FOR VIOLATIONS OF THE FAIR
DEBT COLLECTION PRACTICES ACT-1

WEISBERG & MEYERS, LLC
3877 N. Deer Lake Rd.
Loon Lake ,WA 99148
509-232-1882
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1 3. Venue is proper before this Court pursuant to 28 U.S.C. §1391(b),
2
3 where the acts and transactions giving rise to Plaintiff's action occurred in this
4 district, where Plaintiff resides in this district, and/or where Defendants' transact
5 business in this district.

6
7 **PARTIES**

8 4. Plaintiff, George Lewis ("Plaintiff"), is a natural person who at all
9 relevant times resided in the State of Washington, County of King, and City of
10 Federal Way.

11
12 5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

13
14 6. Defendant, Stephens & Michaels Associates, Inc. ("S&M") is an
15 entity which all relevant times was engaged, by use of the mails and telephone, in
16 the business of attempting to collect a "debt" from Plaintiff, as defined by 15
17 U.S.C. §1692a(5).

18
19 7. S&M is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

20
21 8. Defendant, Pinnacle Credit Services, LLC, ("PCS") is an entity who
22 acquires debt in default merely for collection purposes, and who at all relevant
23 times was engaged in the business of attempting to collect a debt from Plaintiff.

24
25 9. PCS is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

10. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due a creditor other than S&M.

11. Plaintiff's obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than S&M, arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes.

12. Plaintiff incurred the obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than S&M.

13. S&M uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due another.

14. PCS purchases debts once owed or once due, or asserted to be once owed or once due a creditor.

15. PCS acquired Plaintiff's debt once owed or once due, or asserted to be once owed or once due a creditor, when the debt was in default.

16. PCS is thoroughly enmeshed in the debt collection business, and PCS is a significant participant in S&M's debt collection process.

1 17. In connection with collection of an alleged debt in default,
2 Defendant Stephens & Michaels Associates, Inc (“Stephens”), itself and on behalf
3 of Defendant Pinnacle Credit Services, LLC (“Pinnacle”), sent Plaintiff initial
4 written communication dated June 10, 2011, in which Stephens stated, in relevant
5 part, as follows:
6

7 **Se habla Espanol. Por favor llame al 866-543-7860.**
8

9 18. In sending its letter with the statement, “Spanish spoken. Please call
10 866-543-7860.” Defendants acknowledged that it was foreseeable that the letter
11 would be received by a Spanish-only speaker who would not understand the
12 contents of the letter as provided in English.
13

14 19. Despite this acknowledgment, Stephens did not provide the notices
15 required by 15 USC § 1692g(a) et seq. in Spanish.
16

17 20. As such, Stephens anticipated that its letter would be received by
18 individuals that spoke only Spanish and that those individuals would be prompted
19 to call its telephone number for the purpose of communicating with a debt
20 collector without having first been apprised of their validation rights pursuant to
21 15 U.S.C. § 1692g(a) et seq. in Spanish.
22

23 21. In so doing, Defendants failed to meaningfully convey the
24 disclosures required pursuant to 15 U.S.C. § 1692g(a) et seq. to its intended
25

1 recipients, and further, overshadowed and obscured said disclosures by its acts
2 and omissions as set forth herein.
3

4 22. In said letter of June 10, 2011, Stephens further stated that Plaintiff
5 owed an alleged debt to Pinnacle in the amount of \$1,816.75.
6

7 23. Upon information and belief, the alleged debt arose from a cellular
8 telephone contract entered into with Verizon Wireless in 2006.
9

10 24. Plaintiff never entered into any such contract.

11 25. Further, Defendants alleged the person who entered into the debt is
12 Brian Lewis. Plaintiff's name is George Brian Lewis.
13

14 26. Plaintiff sent Stephens a written dispute letter via certified mail
15 which Stephens received on June 24, 2011 at 2:10 P.M.
16

17 27. Despite receipt of Plaintiff's dispute and without first providing
18 validation thereof, Stephens called Plaintiff on June 28, 2011 at 8:48 A.M., and at
19 such time, left a voicemail message in which Stephens requested a return call
20 from Plaintiff for the purpose of communicating with a debt collector.
21

22 28. Plaintiff placed a call to Stephens on June 28, 2011 at 9:45 A.M.,
23 and at such time, informed Stephens of Plaintiff's written dispute letter.
24

25 29. Defendants' actions constitute conduct highly offensive to a
26 reasonable person.
27

**COUNT I—VIOLATIONS OF THE FDCPA
DEFENDANT S&M**

30. Plaintiff repeats and re-alleges each and every allegation above.

31. Defendant S&M violated the FDCPA as detailed above.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that S&M violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,
in the amount of \$1,000.00;
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;
- d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
this action;
- e) Awarding Plaintiff any pre-judgment and post-judgment interest as
may be allowed under the law;
- f) Awarding such other and further relief as the Court may deem just
and proper.

**COUNT II—VIOLATIONS OF THE FDCPA
DEFENDANT PCS**

32. Plaintiff repeats and re-alleges each and every allegation above.

33. Defendant PCS violated the FDCPA as detailed above.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 1 a) Adjudging that PCS violated the FDCPA;
- 2 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,
- 3 in the amount of \$1,000.00;
- 4
- 5 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;
- 6
- 7 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
- 8 this action;
- 9
- 10 e) Awarding Plaintiff any pre-judgment and post-judgment interest as
- 11 may be allowed under the law;
- 12
- 13 f) Awarding such other and further relief as the Court may deem just
- 14 and proper.

15 **TRIAL BY JURY**

16 Plaintiff is entitled to and hereby demands a trial by jury.

17

18 Respectfully submitted this 19th day of September, 2011.

19

20

21 s/Jon N. Robbins

22 Jon N. Robbins

23 WEISBERG & MEYERS, LLC

24 Attorney for Plaintiff

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